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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JOSE SANCHEZ ORTEGA, an individual,

Plaintiff,

vs.

MERCEDES-BENZ USA, LLC, a Delaware Limited Liability Company; and DOES 1 through 10,

Defendants.

) Case No.: 8:24-CV-02761-FWS-KES

) (Removed from Orange County Superior Court, Case No. 30-2024-01439074-CU-BC-WJC)

) **STIPULATION AND PROTECTIVE ORDER – CONFIDENTIAL DESIGNATION ONLY**

) Complaint Filed: November 12, 2024

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I. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section XIII(C), below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

II. GOOD CAUSE STATEMENT

This action is likely to involve documents pertaining to trade secrets or other confidential research, development, or commercial business information, the disclosure of which would cause competitive harm, that is contained in Protected Documents, and which have not been disclosed or made available to the public. Confidential information may include, but is not limited to (1) engineering documents, including design drawings and other technical engineering related specifications, (2) test documents, analysis, and testing procedures; (3) manufacturing specifications and procedures, including communications with and process documents pertaining to MERCEDES-BENZ USA, LLC's suppliers and supplier relationships; (4) internal business or financial information; (5) confidential Customer information and personal identifying information; and (6) any other similar proprietary, confidential, private information, commercially sensitive business information, or competitive intelligence, including but not

1 limited to trade secrets. “Customer” shall mean any person or entity that purchases
2 or otherwise comes to possess Mercedes-Benz USA, LLC’s product.

3 **III. DEFINITION**

4 A. Action: *Jose Sanchez Ortega v. Mercedes-Benz USA, LLC*, Central
5 District of California Case No. 8:24-cv-02761-FWS-KES.

6 B. Challenging Party: A Party or Non-Party that challenges the
7 designation of information or items under this Order.

8 C. “CONFIDENTIAL” Information or Items: Information (regardless of
9 how it is generated, stored or maintained) or tangible things that qualify for
10 protection under Federal Rule of Civil Procedure 26(c), and as specified
11 above in the Good Cause Statement.

12 D. Counsel: Outside Counsel of Record and House Counsel (as well as
13 their support staff).

14 E. Designating Party: A Party or Non-Party that designates information
15 or items that it produces in disclosures or in responses to discovery as
16 “CONFIDENTIAL.”

17 F. Disclosure or Discovery Material: All items or information,
18 regardless of the medium or manner in which it is generated, stored, or
19 maintained (including, among other things, testimony, transcripts, and
20 tangible things), that are produced or generated in disclosures or responses
21 to discovery in this matter.

22 G. Expert: A person with specialized knowledge or experience in a
23 matter pertinent to the litigation who has been retained by a Party or its
24 counsel to serve as an expert witness or as a consultant in this Action.

25 H. House Counsel: Attorneys who are employees of a party to this
26 Action. House Counsel does not include Outside Counsel of Record or any
27 other outside counsel.
28

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I. Non-Party: Any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

J. Outside Counsel of Record: Attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have appeared in this Action on behalf of that party or are affiliated with a law firm which has appeared on behalf of that party, and includes support staff.

K. Party: Any party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

L. Producing Party: A Party or Non-Party that produces Disclosure or Discovery Material in this Action.

M. Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

N. Protected Material: Any Disclosure or Discovery Material that is designated as "CONFIDENTIAL."

O. Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

IV. SCOPE

A. The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

1 B. Any use of Protected Material at trial shall be governed by the orders
2 of the trial judge. This Order does not govern the use of Protected Material
3 at trial.

4 **V. DURATION**

5 Even after final disposition of this litigation, the confidentiality obligations
6 imposed by this Order shall remain in effect until a Designating Party agrees
7 otherwise in writing or a court order otherwise directs. Final disposition shall be
8 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
9 with or without prejudice; and (2) final judgment herein after the completion and
10 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
11 including the time limits for filing any motions or applications for extension of
12 time pursuant to applicable law.

13 **VI. DESIGNATING PROTECTED MATERIAL**

14 A. Exercise of Restraint and Care in Designating Material for Protection

15 1. Each Party or Non-Party that designates information or items
16 for protection under this Order must take care to limit any such
17 designation to specific material that qualifies under the appropriate
18 standards. The Designating Party must designate for protection only
19 those parts of material, documents, items, or oral or written
20 communications that qualify so that other portions of the material,
21 documents, items, or communications for which protection is not
22 warranted are not swept unjustifiably within the ambit of this Order.

23 2. Mass, indiscriminate, or routinized designations are prohibited.
24 Designations that are shown to be clearly unjustified or that have been
25 made for an improper purpose (e.g., to unnecessarily encumber the
26 case development process or to impose unnecessary expenses and
27 burdens on other parties) may expose the Designating Party to
28 sanctions.

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1 3. If it comes to a Designating Party's attention that information
2 or items that it designated for protection do not qualify for protection,
3 that Designating Party must promptly notify all other Parties that it is
4 withdrawing the inapplicable designation.

5 B. Manner and Timing of Designations

6 1. Except as otherwise provided in this Order (*see, e.g.*, Section
7 B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or
8 Discovery Material that qualifies for protection under this Order must
9 be clearly so designated before the material is disclosed or produced.

10 2. Designation in conformity with this Order requires the
11 following:

12 a. For information in documentary form (e.g., paper or
13 electronic documents, but excluding transcripts of depositions
14 or other pretrial or trial proceedings), that the Producing Party
15 affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
16 "CONFIDENTIAL legend"), to each page that contains
17 protected material. If only a portion or portions of the material
18 on a page qualifies for protection, the Producing Party also must
19 clearly identify the protected portion(s) (e.g., by making
20 appropriate markings in the margins).

21 b. A Party or Non-Party that makes original documents
22 available for inspection need not designate them for protection
23 until after the inspecting Party has indicated which documents
24 it would like copied and produced. During the inspection and
25 before the designation, all of the material made available for
26 inspection shall be deemed "CONFIDENTIAL." After the
27 inspecting Party has identified the documents it wants copied
28 and produced, the Producing Party must determine which

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documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

c. For testimony given in depositions, that the Designating Party identify the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

d. For information produced in form other than document and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

C. Inadvertent Failure to Designate

1. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges

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1. Any party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

B. Meet and Confer

1. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

C. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

VIII. ACCESS TO AND USE OF PROTECTED MATERIAL

A. Basic Principles

1. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section XIV below.

2. Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

B. Disclosure of "CONFIDENTIAL" Information or Items

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1. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL” only to:

a. The Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

b. The officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

c. Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

d. The Court and its personnel;

e. Court reporters and their staff;

f. Professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary or this Action and who have signed the “Acknowledgment and Agreement to be Bound” attached as Exhibit A hereto;

g. The author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

h. During their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (i) the deposing party requests that the witness sign the “Acknowledgment and Agreement to Be

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1 Bound;” and (ii) they will not be permitted to keep any
2 confidential information unless they sign the “Acknowledgment
3 and Agreement to Be Bound,” unless otherwise agreed by the
4 Designating Party or ordered by the Court. Pages of transcribed
5 deposition testimony or exhibits to depositions that reveal
6 Protected Material may be separately bound by the court
7 reporter and may not be disclosed to anyone except as permitted
8 under this Stipulated Protective Order; and

9 i. Any mediator or settlement officer, and their supporting
10 personnel, mutually agreed upon by any of the parties engaged
11 in settlement discussions.

12 **IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
13 **PRODUCED IN OTHER LITIGATION**

14 A. If a Party is served with a subpoena or a court order issued in other
15 litigation that compels disclosure of any information or items designated in
16 this Action as “CONFIDENTIAL,” that Party must:

17 1. Promptly notify in writing the Designating Party. Such
18 notification shall include a copy of the subpoena or court order;

19 2. Promptly notify in writing the party who caused the subpoena
20 or order to issue in the other litigation that some or all of the material
21 covered by the subpoena or order is subject to this Protective Order.
22 Such notification shall include a copy of this Stipulated Protective
23 Order; and

24 3. Cooperate with respect to all reasonable procedures sought to
25 be pursued by the Designating Party whose Protected Material may be
26 affected.

27 B. If the Designating Party timely seeks a protective order, the Party
28 served with the subpoena or court order shall not produce any information

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1 designated in this action as “CONFIDENTIAL” before a determination by
2 the Court from which the subpoena or order issued, unless the Party has
3 obtained the Designating Party’s permission. The Designating Party shall
4 bear the burden and expense of seeking protection in that court of its
5 confidential material and nothing in these provisions should be construed as
6 authorizing or encouraging a Receiving Party in this Action to disobey a
7 lawful directive from another court.

8 **X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
9 **PRODUCED IN THIS LITIGATION**

10 A. The terms of this Order are applicable to information produced by a
11 Non-Party in this Action and designated as “CONFIDENTIAL.” Such
12 information produced by Non-Parties in connection with this litigation is
13 protected by the remedies and relief provided by this Order. Nothing in these
14 provisions should be construed as prohibiting a Non-Party from seeking
15 additional protections.

16 B. In the event that a Party is required, by a valid discovery request, to
17 produce a Non-Party’s confidential information in its possession, and the
18 Party is subject to an agreement with the Non-Party not to produce the Non-
19 Party’s confidential information, then the Party shall:

- 20 1. Promptly notify in writing the Requesting Party and the Non-
21 Party that some or all of the information requested is subject to a
22 confidentiality agreement with a Non-Party;
 - 23 2. Promptly provide the Non-Party with a copy of the Stipulated
24 Protective Order in this Action, the relevant discovery request(s), and
25 a reasonably specific description of the information requested; and
 - 26 3. Make the information requested available for inspection by the
27 Non-Party, if requested.
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1 C. If the Non-Party fails to seek a protective order from this court within
2 14 days of receiving the notice and accompanying information, the
3 Receiving Party may produce the Non-Party's confidential information
4 responsive to the discovery request. If the Non-Party timely seeks a
5 protective order, the Receiving Party shall not produce any information in its
6 possession or control that is subject to the confidentiality agreement with the
7 Non-Party before a determination by the court. Absent a court order to the
8 contrary, the Non-Party shall bear the burden and expense of seeking
9 protection in this court of its Protected Material.

10 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

11 If a Receiving Party learns that, by inadvertence or otherwise, it has
12 disclosed Protected Material to any person or in any circumstance not authorized
13 under this Stipulated Protective Order, the Receiving Party must immediately (1)
14 notify in writing the Designating Party of the unauthorized disclosures, (2) use its
15 best efforts to retrieve all unauthorized copies of the Protected Material, (3) inform
16 the person or persons to whom unauthorized disclosures were made of all the terms
17 of this Order, and (4) request such person or persons to execute the
18 "Acknowledgment and Agreement to be Bound" that is attached hereto as Exhibit
19 A.

20 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR**
21 **OTHERWISE PROTECTED MATERIAL**

22 When a Producing Party gives notice to Receiving Parties that certain
23 inadvertently produced material is subject to a claim of privilege or other
24 protection, the obligations of the Receiving Parties are those set forth in Federal
25 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
26 whatever procedure may be established in an e-discovery order that provides for
27 production without prior privilege review. Pursuant to Federal Rule of Evidence
28 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure

1 of a communication or information covered by the attorney-client privilege or
2 work product protection, the parties may incorporate their agreement in the
3 Stipulated Protective Order submitted to the Court.

4 **XIII. MISCELLANEOUS**

5 A. Right to Further Relief

6 1. Nothing in this Order abridges the right of any person to seek
7 its modification by the Court in the future.

8 B. Right to Assert Other Objections

9 1. By stipulating to the entry of this Protective Order, no Party
10 waives any right it otherwise would have to object to disclosing or
11 producing any information or item on any ground not addressed in this
12 Stipulated Protective Order. Similarly, no Party waives any right to
13 object on any ground to use in evidence of any of the material covered
14 by this Protective Order.

15 C. Filing Protected Material

16 1. A Party that seeks to file under seal any Protected Material must
17 comply with Civil Local Rule 79-5. Protected Material may only be
18 filed under seal pursuant to a court order authorizing the sealing of the
19 specific Protected Material at issue. If a Party's request to file
20 Protected Material under seal is denied by the Court, then the
21 Receiving Party may file the information in the public record unless
22 otherwise instructed by the Court.

23 **XIV. FINAL DISPOSITION**

24 A. After the final disposition of this Action, as defined in Section V,
25 within sixty (60) days of a written request by the Designating Party, each
26 Receiving Party must return all Protected Material to the Producing Party or
27 destroy such material. As used in this subdivision, "all Protected Material"
28 includes all copies, abstracts, compilations, summaries, and any other format

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1 reproducing or capturing any of the Protected Material. Whether the
2 Protected Material is returned or destroyed, the Receiving Party must submit
3 a written certification to the Producing Party (and, if not the same person or
4 entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
5 category, where appropriate) all the Protected Material that was returned or
6 destroyed and (2) affirms that the Receiving Party has not retained any
7 copies, abstracts, compilations, summaries or any other format reproducing
8 or capturing any of the Protected Material. Notwithstanding this provision,
9 Counsel are entitled to retain an archival copy of all pleadings, motion
10 papers, trial, deposition, and hearing transcripts, legal memoranda,
11 correspondence, deposition and trial exhibits, expert reports, attorney work
12 product, and consultant and expert work product, even if such materials
13 contain Protected Material. Any such archival copies that contain or
14 constitute Protected Material remain subject to this Protective Order as set
15 forth in Section V.

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B. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

QUILL & ARROW, LLP

Dated: April 7, 2025

/s/ Luis A. Serrano

Kevin Y. Jacobson

Luis A. Serrano

Gregory Sogoyan

Joshua Kohanoff

Attorneys for Plaintiff

JOSE SANCHEZ ORTEGA

GORDON & REES SCULLY

MANSUKHANI LLP

Dated: April 8, 2025

/s/ James P. Mayo

Spencer P. Hugret

James P. Mayo

Attorneys for Defendant

MERCEDES-BENZ USA, LLC

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: April 9, 2025

Karen E. Scott

HONORABLE KAREN E. SCOTT

United States Magistrate Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____ [print or type full address], declare under penalty of perjury that I have read in its
entirety and understand the Stipulated Protective Order that was issue by the United States
District Court for the Central District of California on [DATE] in the case of *Jose Sanchez*
Ortega v. Mercedes-Benz USA, LLC, Central District of California Case No. 8:24-cv-02761-
FWS-KES. I agree to comply with and to be bound by all the terms of this Stipulated Protective
Order and I understand and acknowledge that failure to so comply could expose me to sanctions
and punishment in the nature of contempt. I solemnly promise that I will not disclose in any
manner any information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this action. I hereby
appoint _____ [print or type full name] of
_____ [print or type full address and telephone number] as my
California agent for service of process in connection with this action or any proceedings related
to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____

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